



IN REPLY REFER TO:

United States Department of the Interior

NATIONAL PARK SERVICE
Northeast Region
200 Chestnut Street
Philadelphia, PA 19106-2878

Ms Mirola Smole
Grants and Contracts Specialist
Association for Biodiversity Information
1101 Wilson Blvd.; 15th Floor
Arlington, VA 22209

Dear Ms Smole:

It is hereby requested of NatureServe to assist and cooperate with the National Park Service in conducting a mammal inventory on the Appalachian Trail in Maine. If accepted, the project will be conducted according to the terms and conditions of the enclosed proposed Supplemental Agreement No. 12 to Cooperative Agreement 4560-B-0009 and the attached proposal by Molly Docherty.

If the terms and conditions of the proposed Supplemental Agreement and incorporated attachment are acceptable, please return all copies, with the proper original signature, for processing. A signed, fully executed copy will be returned to your office.

Sincerely,

Danieal J. Braccia
Contract Specialist

Enclosures

SUPPLEMENTAL AGREEMENT NO. 9

to

COOPERATIVE AGREEMENT 4560-B-0009

Between the

UNITED STATES DEPARTMENT OF THE INTERIOR

NATIONAL PARK SERVICE

and

NATURESERVE

ARTICLE I. BACKGROUND AND OBJECTIVES

WHEREAS, Cooperative Agreement 4560-B-0009 has been made and entered into between NatureServe (hereinafter known as the Cooperator) and the National Park Service (hereinafter known as the Service) on May 10, 2001.

NOW THEREFORE, in consideration of the premises and mutual covenants contained within the Cooperative Agreement, it is hereby agreed by and between the parties hereto to conduct the specific activities hereinafter described related to the educational and professional needs of the Cooperator and the protection of the natural and cultural resources of the Service and for the advancement of science in general.

ARTICLE II. STATEMENT OF WORK

The Cooperator agrees to complete the following tasks for the Appalachian Trail in Maine (hereinafter known as APPA):

- 1) determine priority mammal inventory needs for APPA in Maine by conducting a review of Maine Natural Areas Program databases and coordinating with state and university biologists;
- 2) develop a sampling frame and study design based on the priority mammal inventory needs to detect as many mammal species as possible (including bats) on APPA lands in Maine and obtain all necessary permits and land owner permission to conduct this inventory;

- 3) implement a mammal inventory based on the sampling frame to document mammal species present on APPA lands in Maine;
- 4) summarize harvest records for bear , martin, otter, and bobcat and road kill records for moose within the APPA lands in Maine to determine the presence of these species;
- 5) coordinate with the Maine Ecoregional Survey to increase the sampling coverage and interpretation of this inventory;
- 6) submit data electronically and on CD-ROM in Microsoft Access using the Service I&M database template or one specifically developed for this particular project by a Service I&M Data Manager, and accompany each database with a data dictionary describing field names and values;
- 7) implement and document quality assurance/quality control (QA/QC) measures used to assure the accuracy of their data and provide QA/QC documentation to the Service with all databases in MS Word format;
- 8) provide metadata for all biological spatial and tabular data sets in ASCII text, HTML and SGML on CD-ROM following the Federal Geographic Data Committee (FGDC) Metadata Biological Data Profile, parsed following the Service GIS guidelines;
- 9) provide differentially corrected GPS coordinates (UTM NAD83) for all sampling locations and all captures as ArcInfo coverages overlaid with habitat type coverages, with each location having an associated data table containing a list of species captured;
- 10) use photo documentation as the primary voucher source, except for those species not previously documented within the AT Corridor or for those species whose identification can be questionable without physical evidence; and
- 11) conduct the project according to the objectives, timeline, and budget identified in the attached and hereby incorporated project proposal.

The Service agrees to:

1. as available, provide GIS data layers of the AT Corridor, including information related to indicating sensitive areas and the locations of natural heritage inventories;
2. provide technical support to the Cooperator for the creation and development of FGDC compliant metadata and the use of the Service Dataset Catalog;
3. provide all necessary Service databases (ANCS+, NPSpecies, Dataset Catalog);
4. facilitate accession of all voucher specimens into Service museum collections; and

5. make available, not to exceed, \$47,508 to the Cooperator to carry out the terms of this Task Agreement.

C. And, the Service and Cooperator jointly agree to:

1. meet together periodically, and with other cooperators, to coordinate activities and track progress and expenditures of individual projects; and
2. explore potentials for publication of these results in peer-reviewed scientific journals and popular press.

ARTICLE III. TERM OF AGREEMENT

This Supplemental Agreement will commence upon the date of the final signature of this document and shall be terminated at midnight May 31, 2007 or terminated as provided in Article IX.

ARTICLE IV. KEY OFFICIALS

The personnel specified below are considered to be essential to ensure maximum coordination and communication between the parties and the work being performed hereunder. Either party, on notice to the other party, may designate another person or persons to act in his/her place in an emergency or otherwise. Permanent changes of key personnel must be made in writing to the other party.

A. The key official for the Service is:

Elizabeth Johnson
Northeast Region Inventory and Monitoring Coordinator
105 Coastal Institute in Kingston
1 Greenhouse Road
University of Rhode Island
Kingston, RI 02881
401-874-7060
Beth_Johnson@nps.gov

B. The key official for the Cooperator is:

Jim F. Drake
Project Manager
1101 West River Parkway, Suite 200
Minneapolis, MN 55415
612-331-0729
Jim_Drake@naturereserve.org

ARTICLE V. AWARD, PAYMENT AND INVOICES

On a quarterly reimbursement basis, the Service will make available, not to exceed, \$47,508 to be paid to the Cooperator for costs incurred during the conduct of activities identified in the Cooperator's Statement of Work (Article II). Payments are conditioned on the satisfactory progress of project objectives and the timely submission of acceptable deliverables described in Article VII. A minimum of ten (10) percent of the total amount awarded under this Supplemental Agreement must be held for final payment due upon the completion and submission of all deliverables required.

Invoices and other required supporting statements or certificates (all properly identified with the appropriate Cooperative and Supplemental Agreement identification numbers and the name of the Service key official) will be submitted by the Cooperator to the Service key official in accordance with the following provision:

Reimbursement claims should be submitted on Standard Form 270 (Request for Advance or Reimbursement) or other format as approved by the Contracting Officer, in an original and one copy.

ARTICLE VI. PRIOR APPROVAL

This Supplemental Agreement shall be subject to the prior approval conditions incorporated within the Cooperative Agreement.

ARTICLE VII. REPORTS AND/OR DELIVERABLES

The following deliverables shall be submitted by the Cooperator to the Service key official or her designee by the specified due dates:

- An annual progress report detailing summaries of work to date on or about September 30, 2006 to be included in the NETN annual administrative report and work plan.
- A list of priority mammal inventory species on APPA in Maine on or before October 31, 2005.
- A list of potential mammal sampling sites including geographic locations and land ownership for APPA in Maine on or before February 28, 2006.
- Final list of mammal sampling sites with all necessary permits and permission from land owners on or before April 30, 2006.
- A summary of Maine harvest records for bear, martin, otter, and bobcat and road kill records for moose within the APPA lands in Maine on or before April 30, 2006.
- Draft report documenting the results of the mammal inventory and data summaries related to documenting mammals on APPA lands in Maine submitted

to the NPS Northeast Temperate Network on or before December 30, 2006.

- Final report revised and submitted with all original field forms, photographs, tabular and spatial databases, and metadata on or before March 30, 2007.

All draft deliverables will be subject to peer scientific and National Park Service management reviews. All mutually agreed upon comments and revisions shall be addressed and incorporated during the preparation of the final deliverables.

Unless otherwise specified, the Cooperator shall follow all the requirements of the Product Specifications for the Northeast Region Inventory and Monitoring Program, which specify the content and format for all deliverable reports and spatial and non-spatial databases. These guidelines shall be provided to the Cooperator's key official.

Draft final reports (double-spaced) for each of the Parks shall be submitted in MS Word format, in hard copy (5 copies) and via e-mail or on CD-ROM. Final reports (single-spaced) for each of the Parks shall be submitted in MS-Word format, in hard copy (5 copies) and on CD-ROM. The final reports will be made available on a Service website, therefore each CD-ROM must contain the following for each park report:

- a Microsoft Word 6.0 (or higher) document in its entirety, containing all text, tables, and figures;
- a Microsoft Word 6.0 (or higher) document containing just the text and tables; and
- each figure as an independent TIFF (Tag Image File Format) document.

Investigator's Annual Reports are due on or before December 31 of each calendar year that this Agreement is in effect, including the year of completion. Parks will provide the Cooperator with instructions.

The Cooperator is encouraged to publish the results of this project in refereed professional scientific publications and to present findings at conferences and symposia during and after the time period that this Agreement is in effect. The Service's key official and appropriate Park(s) Superintendent(s) appreciate opportunities to review manuscript or presentations and receive copies of final reprints or publications.

ARTICLE VIII. PROPERTY UTILIZATION AND DISPOSITION

Property utilization and disposition shall be in accordance with OMB Circular A-110 or A-102 and 43 CFR Part 12.

ARTICLE IX. TERMINATION

While it is the express intent of both parties that the activities described under this Supplemental Agreement continue uninterrupted, this Supplemental Agreement may only

be terminated or suspended in accordance with OMB Circular A-110 or A-102 and 43 CFR Part 12.

ARTICLE X. REQUIRED AND SPECIAL/ADDITIONAL PROVISIONS

This Supplemental Agreement shall be subject to the provisions incorporated within the Cooperative Agreement.

ARTICLE XI. ATTACHMENTS

This Supplemental Agreement shall be subject to the attachments and certifications incorporated within the Cooperative Agreement and the following attachment, which is attached hereto and made a part of this Supplemental Agreement.

Attachment: Proposal titled "Mammal Inventory of the Appalachian Trail in Maine" dated June 15, 2005 and submitted by Molly Docherty, Maine Natural Areas Program.

ARTICLE XII. AUTHORIZING SIGNATURES

IN WITNESS WHEREOF, the parties hereto have caused this Supplemental Agreement to be executed by their respective duly authorized contracting officers or representatives the latter day and year written below.

NatureServe

Mirola Smole
Grants and Contracts Specialist

Date

National Park Service

Susan D. Kurtz
Contract Officer
Northeast Region
200 Chestnut Street
Philadelphia, PA 19106-2878

Date